

SPECIFIC CONDITIONS K3 – MICROSOFT 365 MANAGEMENT SERVICES

These Specific Conditions govern the Microsoft 365 Management Services that may be provided by the Company under an Order Form, together with any other document or terms and conditions referred to in the Order Form including but not limited to the General Terms & Conditions for the Supply of Products and/or Services (the "Conditions") and Specific Conditions X3 – Standard Operational Services, which shall be deemed to be incorporated into the Contract for the performance of any Microsoft 365 Management Services performed under these Specific Conditions.

1 DEFINITIONS

- 1.1 Capitalised terms used in these Specific Conditions shall have the following meanings for the purposes of these Specific Conditions:
- "Application Update Schedule" means a process and timescale for the rollout of an Application Update to the Update Testing Group and Managed Endpoint Devices, agreed by the Customer and the Company in accordance with paragraph 7.4.1.1;
 - "Application Update" means an Update to a third party application as specified in the Order Form;
 - "Call Quality Dashboard (CQD)" means the Call Quality Dashboard feature within the Teams Voice platform provided by Microsoft;
 - "MAC Contract Year" means a period of twelve months (with a month being four (4) consecutive weeks) commencing from either: (i) the Commencement Date of this Contract; or (ii) any subsequent annual anniversary of the Commencement Date;
 - "Core Platform Monthly Reporting" means the reporting delivered to the Customer in accordance with paragraph 4.2.1;
 - "Defender for Endpoint Plan 1 Monthly Reporting" means the reporting delivered to the Customer in accordance with paragraph 4.2.3;
 - "Defender for Endpoint Plan 2 Monthly Reporting" means the reporting delivered to the Customer in accordance with paragraph 4.2.4;
 - "Device Management Monthly Reporting" means the reporting delivered to the Customer in accordance with paragraph 4.2.2;
 - "End User Service Desk" means the service desk responsible for acting as the primary point of contact for the End Users and may be delivered by the Company, the Customer, or a third party;
 - "Fair Use Policy" means the policy for the reasonable and fair use of the Microsoft 365 Management Services as set out in paragraph 15;
 - "MAC Threshold" means the number of Service Requests for MACs that the Customer is entitled to make during each MAC Contract Year, as set out in the Order Form;
 - "MACs" means any moves, additions and/or changes to configuration on the Teams Voice platform;
 - "Managed Endpoint Devices" means the domain joined desktop, laptop and/or thin client devices identified in the Order Form as the Managed Endpoint Devices for the purposes of the Microsoft 365 Management Services;
 - "Microsoft" means Microsoft Corporation and its affiliates;
 - "Microsoft 365 Management Services" means the Services provided under these Specific Conditions;
 - "Microsoft 365 Platform" means the Microsoft 365 platform as provided by Microsoft;
 - "Microsoft Feature Update" means an Update to the Microsoft Windows 10 operating system which includes new features and which is typically released on a twice-yearly basis;
 - "Microsoft Feature Update Plan" means a schedule agreed by the Customer and the Company in relation to the application of the Microsoft Feature Update to Managed Endpoint Devices;
 - "Microsoft Out Of Band Security Update" means an Update to address a specific critical security vulnerability in the Microsoft Windows 10 operating system or Microsoft Office client applications;
 - "Microsoft Quality Update" means an Update to the Microsoft Windows 10 operating system or Microsoft Office Client Applications which is typically released on a monthly basis and includes security patches and bug fixes;
 - "Microsoft Quality Update Schedule" means a process and timescale for the rollout of a Microsoft Quality Update to the Update Testing Group and Managed Endpoint Devices, agreed by the Customer and the Company in accordance with paragraph 7.3.1.2;
 - "Microsoft Reseller Relationship" means the process of associating the Company to the Customer's Microsoft 365 account as defined by Microsoft;
 - "Service Option" means the level of service specified in the Order Form as "Essentials", "Enterprise", "Enterprise Plus" or "Bespoke";
 - "Teams Voice" means the Teams Voice platform as provided by Microsoft on the Microsoft 365 Platform;
 - "Teams Voice Call Quality Data Maintenance Review" means the services delivered to the Customer in accordance with paragraph 9.2;
 - "Teams Voice Communications Administrator MACs" means the services delivered to the Customer in accordance with paragraph 9.7;
 - "Teams Voice Configuration Audit" means the services delivered to the Customer in accordance with paragraph 9.5;
 - "Teams Voice Monthly Reporting" means the services delivered to the Customer in accordance with paragraph 9.3;
 - "Teams Voice Reactive Technical Support" means the resolution of Incidents, investigation of Problems and implementation of Changes in accordance with paragraph 4.1;
 - "Teams Voice Review Meeting" means the services delivered to the Customer in accordance with paragraph 9.4;
 - "Teams Voice Service Continuity" means the services delivered to the Customer in accordance with paragraph 9.6;
 - "Reactive Technical Support" means the resolution of Incidents, investigation of Problems and implementation of Changes in accordance with paragraph 4.1;
 - "Update" means a new version of an operating system or application which adds new features, addresses security vulnerabilities or fixes bugs which can be a Microsoft Quality Update, Microsoft Feature Update, Microsoft Out Of Band Security Update or Third Party Update;
 - "Update Testing Group" means a subset of the Managed Endpoint Devices which will be used to test a new Update prior to application to all Managed Endpoint Devices; and
 - "Virus Definitions" means the virus definitions provided by the anti-virus software supplier as updated from time to time.
- 1.2 All other capitalised terms, which are not defined in paragraph 1.1 shall have the meanings stated in the Conditions and/or in Specific Conditions X3 – Standard Operational Services.

2 COMMENCEMENT DATE

The Commencement Date shall be the date specified as such in the Order Form or, if no date is specified, the date on which the Company commences provision of the Microsoft 365 Management Services to the Customer.

3 MINIMUM TERM

The Minimum Term shall be as stated in the Order Form or, if no Minimum Term is specified, twelve (12) calendar months from the Commencement Date.

4 GENERIC DELIVERABLES

4.1 Reactive Technical Support

Where specified in these Specific Conditions that the Company is providing Reactive Technical Support, the Company will:

- 4.1.1.1 resolve Incidents in accordance with the Incident Management process;
- 4.1.1.2 investigate Problems in accordance with the Problem Management process;
- 4.1.1.3 implement Changes in accordance with the Change Management process; and
- 4.1.1.4 maintain a configuration management database in relation to the Microsoft 365 Platform and update the stored configuration items on a regular basis.

4.1.2 The Reactive Technical Support referred to in this paragraph 4.1 will only apply to the specific elements of the Microsoft 365 Platform as explicitly stated in these Specific Conditions.

4.2 Monthly Reporting

Where specified in these Specific Conditions that the Company is providing Core Platform Monthly Reporting, the Company will:

- 4.2.1.1 use the functionality provided by the Microsoft 365 Platform to create a report showing the usage of the Microsoft 365 Platform by the End Users and provide the report to the Customer on a monthly basis unless otherwise specified in the Order Form; and
- 4.2.1.2 use the functionality provided by the Microsoft 365 Platform to create a report showing the license consumption information and provide the report to the Customer on a monthly basis unless otherwise specified in the Order Form.

4.2.2 Where specified in these Specific Conditions that the Company is providing Device Management Monthly Reporting, the Company will use the functionality provided by the Microsoft 365 Platform to create a report showing the asset information relating to the Managed Endpoint Devices and provide the report to the Customer on a monthly basis unless otherwise specified in the Order Form.

4.2.3 Where specified in these Specific Conditions that the Company is providing Defender for Endpoint Plan 1 Monthly Reporting, the Company will use the functionality provided by the Microsoft 365 Platform to create a report showing the antivirus compliance information relating to the Managed Endpoint Devices and provide the report to the Customer on a monthly basis unless otherwise specified in the Order Form.

4.2.4 Where specified in these Specific Conditions that the Company is providing Defender for Endpoint Plan 2 Monthly Reporting, the Company will:

- 4.2.4.1 use the functionality provided by the Microsoft 365 Platform to create a report showing the antivirus compliance information relating to the Managed Endpoint Devices and provide the report to the Customer on a monthly basis unless otherwise specified in the Order Form;
- 4.2.4.2 use the functionality provided by the Microsoft 365 Platform to create a report showing the vulnerability information relating to the Managed Endpoint Devices and provide the report to the Customer on a monthly basis unless otherwise specified in the Order Form; and
- 4.2.4.3 use the functionality provided by the Microsoft 365 Platform to create a report showing the security alerts relating to the Microsoft 365 Platform and provide the report to the Customer on a monthly basis unless otherwise specified in the Order Form.

5 CO-MANAGED MICROSOFT 365 DELIVERABLES

5.1 Remote Technical Advice

Where specified in the Order Form that the applicable Service Option is “Essentials” or “Enterprise” or where otherwise specified in the Order Form that the Company is providing Remote Technical Advice, the Company will:

- 5.1.1.1 provide a reactive technical advice line to support the Customer in responding to queries and/or resolving Incidents in respect of the Microsoft 365 Platform;
- 5.1.1.2 subject to clause 5.1.3, allow the Customer to notify the Service Desk of a question or Incident in respect of the Microsoft 365 Platform via telephone and/or web portal, as directed by the Company from time to time;
- 5.1.1.3 upon receiving a request for Remote Technical Advice:
 - (a) create a record of the Incident and provide a reference number to the Customer;
 - (b) categorise the Incident in accordance with the Service Levels set out in Specific Conditions X3 – Standard Operational Services;
 - (c) attempt to diagnose the Incident by telephone to ensure that a suitably qualified engineer responds to the Incident; and
 - (d) arrange for an appropriately skilled support engineer to call the Customer back within the Incident Response Time.
- 5.1.1.4 provide assistance via telephone or, where made available by the Customer to the Company, remotely via remote access facilities to the Customer’s infrastructure; and
- 5.1.1.5 where specified in the Order Form that the Remote Technical Advice service is available “Out of Hours”, make the Remote Technical Advice service available at any time; otherwise the Company shall make the Remote Technical Advice service available during Support Hours.

5.1.2 The quantity of hours per month that the Company will provide Remote Technical Advice is specified on the Order Form and is subject to the Fair Use Policy.

5.1.3 All Critical Incidents must be logged by the Customer with the Service Desk via telephone.

5.2 Not used.

5.3 Monthly Reporting

5.3.1 Where specified in the Order Form that the applicable Service Option is “Enterprise” and where specified in the Order Form that the Company is providing “Core Platform Monthly Reporting”, the Company will provide Core Platform Monthly Reporting in accordance with paragraph 4.2.1

5.3.2 Where specified in the Order Form that the applicable Service Option is “Enterprise” and where specified in the Order Form that the Company is providing “Device Management Monthly Reporting”, the Company will provide Device Management Monthly Reporting in accordance with paragraph 4.2.2

5.3.3 Where specified in the Order Form that the applicable Service Option is “Enterprise” and where specified in the Order Form that the Company is providing “Defender for Endpoint Plan 1 Monthly Reporting”, the Company will provide Defender for Endpoint Plan 1 Monthly Reporting in accordance with paragraph 4.2.3

5.3.4 Where specified in the Order Form that the applicable Service Option is “Enterprise” and where specified in the Order Form that the Company is providing “Defender for Endpoint Plan 2 Monthly Reporting”, the Company will provide Defender for Endpoint Plan 2 Monthly Reporting in accordance with paragraph 4.2.4

5.4 Review Meeting

Where specified in the Order Form that the applicable Service Option is “Enterprise” or where otherwise specified in the Order Form that the Company is providing “Core Platform Review Meeting”, the Company will, on an annual basis unless otherwise specified in the Order Form, host a call of no more than one (1) hours duration (unless specified otherwise in the Order Form) with the Customer to review and make recommendations relating to:

- (i) the reports set out at paragraph 5.3;
- (ii) the Customer’s Microsoft 365 Secure Score; and
- (iii) the Customer’s Microsoft 365 Compliance Score.

6 MANAGED MICROSOFT 365: CORE PLATFORM DELIVERABLES

6.1 Reactive Technical Support for Microsoft 365 Core Platform

- 6.1.1 Where specified in the Order Form that the Company is providing “Reactive Technical Support for Microsoft 365 Admin Center, AAD & Apps” , the Company will:
 - 6.1.1.1 provide Reactive Technical Support for the Microsoft 365 Platform tenancy, authentication, and supporting features accessed by the administration centre portal;
 - 6.1.1.2 provide Reactive Technical Support for Microsoft’s “Azure Active Directory Free” user authentication platform;
 - 6.1.1.3 provide Reactive Technical Support for the “Microsoft 365 Apps” suite of Microsoft applications;
 - 6.1.1.4 not provide Reactive Technical Support for Microsoft’s “Azure AD Premium” or “Azure AD Business-to-Customer” platforms, unless otherwise agreed; and
 - 6.1.1.5 not provide Reactive Technical Support for any Microsoft applications not included in the core “Microsoft 365 Apps” suite, unless otherwise agreed.
- 6.1.2 Where specified in the Order Form that the Company is providing “Reactive Technical Support for Exchange Online” , the Company will:
 - 6.1.2.1 provide Reactive Technical Support for Microsoft’s “Exchange Online” hosted email platform;
 - 6.1.2.2 provide Reactive Technical Support for Microsoft’s “Exchange Online Protection” hosted email security platform; and
 - 6.1.2.3 not provide Reactive Technical Support for Microsoft’s “Defender for Office 365” suite of advanced email security technologies, unless otherwise agreed.
- 6.1.3 Where specified in the Order Form that the Company is providing “Reactive Technical Support for Sharepoint Online” , the Company will:
 - 6.1.3.1 provide Reactive Technical Support for Microsoft’s “Sharepoint Online” web-based collaborative platform; and
 - 6.1.3.2 not implement Changes relating to Sharepoint Online site configuration, unless otherwise agreed.
- 6.1.4 Where specified in the Order Form that the Company is providing “Reactive Technical Support for Teams” , the Company will:
 - 6.1.4.1 provide Reactive Technical Support for Microsoft’s “Teams” business communication platform; and
 - 6.1.4.2 not provide Reactive Technical Support for the “Audio Conferencing” or “Phone System” capabilities of “Teams”, unless otherwise agreed.
- 6.2 Not used.
- 6.3 **Core Platform Monthly Reporting**
- 6.3.1 Where specified in the Order Form that the applicable Service Option is “Enterprise Plus” and where specified in the Order Form that the Company is providing “Core Platform Monthly Reporting”, the Company will provide Core Platform Monthly Reporting in accordance with paragraph 4.2.1.
- 6.4 **Core Platform Review Meeting**
- 6.4.1 Where specified in the Order Form that the Company is providing “Core Platform Review Meeting”, the Company will on an annual basis, unless specified otherwise in the Order Form, host a call of no more than one (1) hours duration (unless specified otherwise in the Order Form) with the Customer to review and make recommendations relating to:
 - (i) the reports provided in 6.3;
 - (ii) the Customer’s Microsoft 365 Secure Score; and
 - (iii) the Customer’s Microsoft 365 Compliance Score.
- 7 MANAGED MICROSOFT 365: DEVICE MANAGEMENT DELIVERABLES**
- 7.1 **Reactive Technical Support for Device Management**
- 7.1.1 Where specified in the Order Form that the Company is providing “Reactive Technical Support for Device Management” , the Company will:
 - 7.1.1.1 provide Reactive Technical Support for Microsoft’s “Endpoint Configuration Manager” device management platform; and
 - 7.1.1.2 provide Reactive Technical Support for Microsoft’s “Intune” device management platform.
- 7.2 **Device Management Monthly Reporting**
- 7.2.1 Where specified in the Order Form that the applicable Service Option is “Enterprise Plus” and where specified in the Order Form that the Company is providing “Device Management Monthly Reporting”, the Company will provide Device Management Monthly Reporting in accordance with paragraph 4.2.2
- 7.3 **Microsoft Update Management**
- 7.3.1 Where specified in the Order Form that the Company is providing “Microsoft Update Management”, the Company will:
 - 7.3.1.1 agree a subset of Managed Endpoint Devices to form an Update Testing Group which will receive the initial Update;
 - 7.3.1.2 agree a Microsoft Quality Update Schedule with the Customer for Microsoft Quality Updates which:
 - (a) defines timescales for the rollout of the Microsoft Quality Updates to the Update Testing Group;
 - (b) defines timescales for the rollout of the Microsoft Quality Updates to the rest of the Managed Endpoint Devices; and
 - (c) will be agreed in writing by the Customer and the Company during any transition or implementation phase of this Contract or otherwise as soon as reasonably practicable following the Commencement Date;
 - 7.3.1.3 use the Microsoft 365 Platform to automatically implement and manage the deployment of a Microsoft Quality Update:
 - (a) to Managed Endpoint Devices;
 - (b) in accordance with the agreed Microsoft Quality Update Schedule; and
 - (c) in line with any exceptions stated within the Microsoft Quality Update Schedule;
 - 7.3.1.4 in respect of each Microsoft Out Of Band Security Update released by Microsoft:
 - (a) raise a change for the Customer to review and approve the Microsoft Out Of Band Security Update in accordance with the Change Management process; and
 - (b) if approved, use the Microsoft 365 Platform to implement and manage the deployment of the Microsoft Out Of Band Security Update to the Managed Endpoint Devices;
 - 7.3.1.5 in respect of each Microsoft Feature Update released by Microsoft:
 - (a) agree a Microsoft Feature Update Plan with the Customer;
 - (b) use the Microsoft 365 Platform to implement and manage the deployment of the Microsoft Feature Update to the Update Testing Group in accordance with the Microsoft Feature Update Plan; and
 - (c) use the Microsoft 365 Platform to implement and manage the deployment of the Microsoft Feature Update to the rest of the Managed Endpoint Devices in accordance with the Microsoft Feature Update Plan;
 - 7.3.1.6 halt the rollout of the Update to Managed Endpoint Devices during testing of the Update Testing Group if requested by the Customer, as soon as reasonably practicable following such request.
- 7.3.2 The resolution of application or hardware compatibility issues are excluded from Microsoft Update Management.
- 7.3.3 Any changes to the agreed Microsoft Update Management processes once they are automated may incur additional charges which the Customer shall pay in accordance with the terms of the Contract.
- 7.4 **Application Update Management**
- 7.4.1 Where specified in the Order Form that the Company is providing “Application Update Management”, the Company will:

- 7.4.1.1 agree an Application Update Schedule with the Customer for Application Updates which:
 - (a) defines timescales for the rollout of the Update to the Update Testing Group as specified in paragraph 7.3.1.1;
 - (b) defines timescales for the rollout of the Update to the rest of the Managed Endpoint Devices; and
 - (c) will be agreed in writing by the Customer and the Company during any transition or implementation phase of this Contract or otherwise as soon as reasonably practicable following the Commencement Date;
- 7.4.1.2 review Application Updates to identify Updates to be applied in line with the Application Update Schedule on a weekly basis unless otherwise stated in the Order Form;
- 7.4.1.3 use the Microsoft 365 Platform to automatically implement and manage the deployment of an Application Update:
 - (a) to Managed Endpoint Devices;
 - (b) in accordance with the agreed Application Update Schedule; and
 - (c) in line with any exceptions stated within the Application Update Schedule;
- 7.4.1.4 halt the rollout of the Update to Managed Endpoint Devices during testing of the Update Testing Group if requested by the Customer, as soon as reasonably practicable following such request; and
- 7.4.1.5 provide Application Updates only to applications specified on the Order Form.
- 7.4.2 The resolution of application or hardware compatibility issues are excluded from Application Update Management.
- 7.4.3 Any changes to the agreed Application Update Management processes once they are automated may incur additional charges which the Customer shall pay in accordance with the terms of the Contract.

8 MANAGED MICROSOFT 365: DEFENDER FOR ENDPOINT DELIVERABLES

8.1 Reactive Technical Support for Defender for Endpoint

- 8.1.1 Where specified in the Order Form that the Company is providing “Reactive Technical Support for Defender for Endpoint Plan 1” , the Company will provide Reactive Technical Support for Microsoft’s “Defender for Endpoint” endpoint security platform, relating to the features available in the “Plan 1” license.
- 8.1.2 Where specified in the Order Form that the Company is providing “Reactive Technical Support for Defender for Endpoint Plan 2” , the Company will provide Reactive Technical Support for Microsoft’s “Defender for Endpoint” endpoint security platform, relating to the features available in the “Plan 1” and “Plan 2” licenses.

8.2 Defender for Endpoint Monthly Reporting

- 8.2.1 Where specified in the Order Form that the applicable Service Option is “Enterprise Plus” and where specified in the Order Form that the Company is providing “Defender for Endpoint Plan 1 Monthly Reporting”, the Company will provide Defender for Endpoint Plan 1 Monthly Reporting in accordance with paragraph 4.2.3.
- 8.2.2 Where specified in the Order Form that the applicable Service Option is “Enterprise Plus” and where specified in the Order Form that the Company is providing “Defender for Endpoint Plan 2 Monthly Reporting”, the Company will provide Defender for Endpoint Plan 2 Monthly Reporting in accordance with paragraph 4.2.4.

8.3 Defender for Endpoint Review Meeting

- 8.3.1 Where specified in the Order Form that the Company is providing “Defender for Endpoint Review Meeting”, the Company will on an annual basis, unless otherwise specified in the Order Form, host a call of no more than one (1) hours duration (unless otherwise specified in the Order Form) to review and make recommendations relating to the reports provided in paragraph 8.2

8.4 Defender for Endpoint Configuration Audit

- 8.4.1 Where specified in the Order Form that the Company is providing “Defender for Endpoint Configuration Audit”, the Company will:
 - 8.4.1.1 review the existing configuration of the Customer’s “Defender for Endpoint” endpoint security platform; and
 - 8.4.1.2 report to the Customer any changes that the Company recommends for consideration by the Customer to increase the performance, stability or security posture of the Managed Endpoint Devices. The implementation of any such recommendations may be subject to additional Charges, as will be notified by the Company to the Customer. Upon submitting any recommendations, there shall be no obligation on the Company to implement any such changes until any additional Charges are agreed with the Customer.
- 8.4.2 The audit referred to in paragraph 8.4.1 will be delivered annually upon request by the Customer unless otherwise specified on the Order Form.

8.5 Antivirus Compliance Management

- 8.5.1 Where specified in the Order Form that the Company is providing “Antivirus Compliance Management”, the Company will:
 - 8.5.1.1 use the Microsoft 365 Platform to manage the anti-virus posture of the Managed Endpoint Devices;
 - 8.5.1.2 use the Microsoft 365 Platform to perform configuration of the antivirus elements of the “Defender for Endpoint” software;
 - 8.5.1.3 manage and apply updates to the Virus Definitions:
 - (a) when released by Microsoft and managed as a Standard Change; and
 - (b) as advised by Microsoft, where updated Virus Definitions are required to resolve a major security breach or to resolve a security incident, such updates to be managed as an Emergency Change.
 - 8.5.1.4 where a virus is found, notify the End User Service Desk.

8.6 Vulnerability Management

- 8.6.1 Where specified in the Order Form that the Company is providing “Vulnerability Management”, the Company will:
 - 8.6.1.1 notify the Customer of vulnerabilities identified by the “Defender for Endpoint” Platform which have a CVSS rating of “critical”; and
 - 8.6.1.2 provide a recommended course of action to attempt to remediate or mitigate associated risk.

8.7 Security Incident Management

- 8.7.1 Where specified in the Order Form that the Company is providing “Security Incident Management”, the Company will:
 - 8.7.1.1 investigate each potential security incident reported by the “Defender for Endpoint” platform where the severity score is “high” or “medium”;
 - 8.7.1.2 notify the Customer of any security incidents which were not able to be automatically remediated by the “Defender for Endpoint” platform;
 - 8.7.1.3 use the Microsoft 365 Platform to attempt to further remediate any unresolved security incidents; and
 - 8.7.1.4 where the security incident has not been possible to remediate using the Microsoft 365 Platform, notify the Customer of recommended actions.
- 8.7.2 Forensic investigation and security incident response activities are excluded from Security Incident Management.

9 MANAGED MICROSOFT 365: TEAMS VOICE

9.1 Reactive Technical Support for Teams Voice

- 9.1.1 Where specified in the Order Form that the Company is providing “Reactive Technical Support for Teams Voice”, the Company will:
 - 9.1.1.1 provide Reactive Technical Support for the Teams Voice platform.

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9.2 Teams Voice Call Quality Data Maintenance Review

- 9.2.1 Where specified in the Order Form that the Company is providing “Teams Voice Call Quality Data Maintenance Review”, the Company will;
- 9.2.1.1 review the CQD configuration of the Customer’s Teams Voice platform; and
 - 9.2.1.2 ensure any changes on the environment (for example network infrastructure) are reflected in the QCD monitoring system using data provided by the Customer;
- 9.2.2 The review referred to in paragraph 9.2.1 will be delivered quarterly unless otherwise specified on the Order Form.

9.3 Teams Voice Monthly Reporting

- 9.3.1 Where specified in the Order Form that the Company is providing “Teams Voice Monthly Reporting”, the Company will:
- 9.3.1.1 provide a call usage report which will include details about:
 - (a) active users;
 - (b) active channels;
 - (c) message usage; and
 - (d) privacy settings.
 - 9.3.1.2 where Call Quality Dashboard has been configured within Teams Voice, the company will provide a report which will include details about:
 - (a) overall call quality;
 - (b) server client quality; and
 - (c) client to client quality.
- 9.3.2 The reporting referred to in paragraph 9.3.1 will be generated using the native capability of the Microsoft Teams platform and as such is subject to the customer’s available license and subject to change without notice.

9.4 Teams Voice Review Meeting

- 9.4.1 Where specified in the Order Form that the Company is providing “Teams Voice Review Meeting”, the Company will on the frequency stated in the Order Form, host a call of no more than one (1) hour duration (unless otherwise specified in the Order Form) to review and where relevant, make recommendations relating to the reports provided in paragraph 9.3.

9.5 Teams Voice Configuration Audit

- 9.5.1 Where specified in the Order Form that the Company is providing “Teams Voice Configuration Audit”, the Company will:
- 9.5.1.1 review the existing configuration of the Customer’s Teams Voice environment;
 - 9.5.1.2 where appropriate, report to the Customer any changes that the Company recommends for consideration by the Customer to increase the performance, stability or security of the Customer’s Teams Voice environment;
 - 9.5.1.3 where any recommendation made by the Company in relation to paragraph 9.5.1.2 is within the scope of the Customer’s existing Microsoft Managed 365, Teams Voice services, an Incident, Problem, Request Fulfillment or Change Management request will be raised in accordance with the Company’s standard procedures; and
 - 9.5.1.4 where the recommendations reflect a fundamental change to the design of the Teams Voice platform the implementation of any such recommendations may be subject to additional Charges, as will be notified by the Company to the Customer. Upon submitting any recommendations, there shall be no obligation on the Company to implement any such changes until any additional Charges are agreed with the Customer.
- 9.5.2 The audit referred to in paragraph 9.5.1 will be delivered annually unless otherwise specified on the Order Form.

9.6 Teams Voice Service Continuity

- 9.6.1 Where specified in the Order Form that the Company is providing “Teams Voice Service Continuity”, the Company will:
- 9.6.1.1 conduct a review with the Customer reviewing the Customer’s existing voice routing configuration; and
 - 9.6.1.2 where appropriate, following Change Management approval, disable a resilient element of the solution to allow the Customer to conduct access and performance testing.

9.7 Teams Voice Communications Administrator MACs

- 9.7.1 Where specified in the Order Form that the Company is providing “Communications Administrator MACs”, the Customer may, at any time during the Term of this Contract, request a MAC in respect of Teams Voice by raising a Service Request.
- 9.7.2 The Customer will raise with the Service Desk, a Service Request for a MAC by telephone and/or web portal as directed by the Company from time to time. Service Requests are logged and managed by the Company in accordance with the Company’s standard processes.
- 9.7.3 In providing the MAC services the Company will:
- 9.7.3.1 fulfil Service Requests within the relevant Support Hours;
 - 9.7.3.2 fulfil Service Requests in accordance with the Service Request Response Times;
 - 9.7.3.3 notify the Customer if, in its reasonable opinion, the fulfilment of a Service Request will, or is likely to exceed thirty (30) minutes;
 - 9.7.3.4 spend no more than thirty (30) minutes attempting to resolve or fulfil a Service Request. If a Service Request is not fulfilled within 30 minutes of the Company attempting to resolve or fulfil the request, the Service Request will be deemed completed and fulfilled; and
 - 9.7.3.5 notify the Customer where a Service Request has exceeded the MAC Threshold or will exceed the MAC Threshold.
- 9.7.4 configuration changes referred to in paragraph 9.7.1 will be fulfilled using the native capability of the Microsoft Teams platform and as such are subject to the customer’s available license and subject change without notice.

10 CUSTOMER OBLIGATIONS

- 10.1 The Customer shall:
- 10.1.1 at all times operate and maintain the Microsoft 365 Platform and Managed Endpoint Devices in a prudent manner and at all times in accordance with the Vendor’s recommendations;
 - 10.1.2 ensure timely participation and engagement with the Change Management process;
 - 10.1.3 where the Company is providing Microsoft Update Management and/or Application Update Management:
 - 10.1.3.1 approve the requests submitted by the Company in accordance with the Change Management process and not unreasonably withhold or delay such approval; and

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- 10.1.3.2 inform the Company in a timely manner upon the discovery of an issue relating to the Update Testing Group associated with an Update.
- 10.1.4 ensure it has paid for all necessary licenses and support for the Microsoft 365 Platform and promptly make available such support to the Company;
- 10.1.5 ensure it has paid for all necessary licenses and support for any applications included in Application Update Management and promptly make available such support to the Company;
- 10.1.6 accept an invitation from the Company to become linked via a Microsoft Reseller Relationship for the Microsoft 365 Platform and authorise elevated rights access to the Company;
- 10.1.7 be responsible for ensuring compliance with the terms of any software licence agreement for the Microsoft 365 Platform or any applications included in Application Update Management;
- 10.1.8 be responsible for maintaining the confidentiality of physical access details to the Managed Endpoint Devices; be liable for all loss and damages arising from unauthorised physical access to or use of the Managed Endpoint Devices; and be responsible for designing and implementing its own security policy within the Customer's operations for preventing such occurrences;
- 10.1.9 be responsible for maintaining any dependencies required for the Microsoft 365 Platform including but not limited to active directory, single sign-on and access management policies;
- 10.1.10 provide to the Company relevant details of all previously completed triage and diagnostics testing (and results thereof) when raising a request for support in order for the Company to review such request;
- 10.1.11 where the Microsoft 365 Management Services are to be provided on an existing Microsoft 365 tenancy, provide access to and hand over the tenancy to the Company in a timely fashion and in good working order as reasonably determined by the Company;
- 10.1.12 remain responsible for the security and firewalls of the Customer's communications links, equipment, software, services and processes unless agreed otherwise in this Contract as being expressly provided by the Company and/or otherwise agreed in writing with the Company; and
- 10.1.13 take adequate copies of locally-stored data and operating and application software, unless otherwise expressly stated in this Contract as being part of the Microsoft 365 Management Services provided by the Company, such that they may be restored to the Managed Endpoint Devices in the event of loss or corruption.
- 10.1.14 provide information as requested by the Company in relation to the Teams Voice Call Quality Data Maintenance Review and in a relevant format suitable for the updating of the CQD, unless otherwise agreed that the CQD is not to be used;

11 EXCLUSIONS

- 11.1 The following shall be excluded from the Microsoft 365 Management Services:
 - 11.1.1 the cost of any software licenses or hardware. The Company will only deliver particular Microsoft 365 Management Services where the relevant Microsoft 365 license has been purchased by the Customer;
 - 11.1.2 monitoring and alerting on any security incident, unless provided as part of Security Incident Management;
 - 11.1.3 requests for product training or technical consulting;
 - 11.1.4 changes which are deemed by the Company as project work;
 - 11.1.5 support for any operating system build version which is not a Microsoft supported version;
 - 11.1.6 direct interaction with End Users, unless initiated by the Company;
 - 11.1.7 setup or migration of tenancy; and/or
 - 11.1.8 actions related to particular End Users or devices, including but not limited to:
 - 11.1.8.1 investigating and removing viruses or other security breaches;
 - 11.1.8.2 fulfilling End User services requests such as remote wipe and remote lock; and
 - 11.1.8.3 resolution of Incidents which only affect a single End User or small group of End Users.

12 GENERAL

- 12.1 The Microsoft 365 Management Services will be provided from the Company's sites.
- 12.2 All reporting is based on the Company's templated standards and any reports required outside of that standard will incur additional charges which the Customer shall pay in accordance with the terms of the Contract.
- 12.3 Any technical or security advice given in the delivery of the Microsoft 365 Management Services is provided based on the information available at the time and the interpretation of a suitably skilled engineer and as such cannot be guaranteed.
- 12.4 The Company is not responsible for any data lost or corrupted or rendered inaccessible from the Managed Endpoint Devices or otherwise as a result of security incident, virus outbreak or infection, or caused by the misuse of any system or application used on or connected to the Managed Endpoint Devices by End Users or any breach by End Users of any security policy.
- 12.5 The Company reserves the right to make reasonable adjustments to the Microsoft 365 Management Services if Microsoft changes or removes any functionality which the Company relies on to deliver the Microsoft 365 Management Services.
- 12.6 The Company will have no liability (whether in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise) for any failure to provide the Microsoft 365 Management Services (including failing to meet any Service Level), or to pay any service credit (if applicable), to the extent caused by any interruption or failure of the Microsoft 365 Management Services arising directly or indirectly as a result of any of the following circumstances:
 - 12.6.1 any act or omission of the Customer, its agents, representatives or users or End Users;
 - 12.6.2 any act or omission of Microsoft or any other relevant third party;
 - 12.6.3 any delay or failure by the Customer to provide or otherwise comply with the Customer Obligations;
 - 12.6.4 the Customer's failure or delay in complying with the Company's reasonable instructions;
 - 12.6.5 any software other than the Microsoft 365 Platform;
 - 12.6.6 incorrect or unauthorised use of the Microsoft 365 Platform and/or Managed Endpoint Devices;
 - 12.6.7 any unsupported programs used in conjunction with the Microsoft 365 Platform and/or Managed Endpoint Devices; and/or
 - 12.6.8 End Users not powering on and/or not connecting the Managed Endpoint Devices to a suitable network in order to receive any software updates (including Updates and Virus Definitions) in order to maintain compliance with relevant policies;and the Company reserves the right to levy additional charges to the Customer on a time and materials basis in respect of any additional Services provided by the Company that have been necessitated by such circumstances.

13 CHARGES

- 13.1 The Charges for the Microsoft 365 Management Services are as identified in the Order Form.
- 13.2 Unless otherwise provided in the Order Form, the Company will invoice the Charges for the Microsoft 365 Management Services monthly in advance, with the first invoice issued by the Company on or around the Commencement Date.
- 13.3 The MAC Threshold and the agreed Charges for the Teams Voice Communications Administrator MAC Services are as identified in the Order Form.

13.3.1.1 Where:

- (a) no MAC Threshold is specified in the Order Form; and/or
- (b) the Customer has exceeded the MAC Threshold,

the fulfilment of such MACs by the Company shall be at the Company's sole discretion and shall be subject to additional Charges for fulfilling the MAC on a time and materials basis in accordance with the rates set out in the Order Form, or where no rate is set out in the Order Form, in accordance with the Company's then standard rates for MAC.

14 SERVICE LEVELS

The Company will provide Incident Management, Problem Management and Change Management in accordance with the applicable Service Levels set out in Specific Conditions X3 – Standard Operational Services.

15 REASONABLE AND FAIR USE

- 15.1 All Microsoft 365 Management Services are provided on a 'reasonable use' basis, as determined by the Company.
- 15.2 If, using its reasonable judgement, the Company considers that the use of the Microsoft 365 Management Services by the Customer has consistently or notably exceeded typical usage by other customers or that an individual Request made by the Customer is not reasonable in nature, the Company may take reasonable steps to address the usage pattern or Request. Such steps may include:
 - 15.2.1 remedial work to address the root cause of the issues that are causing overuse of the Microsoft 365 Management Services, such work being chargeable by the Company on a time and materials basis;
 - 15.2.2 revising recurring charges or imposing additional time and materials charges in consideration of the overuse/request;
 - 15.2.3 limiting the Customer's use of the Microsoft 365 Management Services in line with typical customer use; and/or
 - 15.2.4 implementation of or change to a Fair Use Policy relating to the Microsoft 365 Management Services or to a particular element of the Microsoft 365 Management Services.
- 15.3 Use of the Microsoft 365 Management Services will be measured using a three (3) month rolling average.
- 15.4 The Charges for the Service Options "Essentials" and "Enterprise" will be compared against the quantity of hours purchased.
- 15.5 The Charges for the Service Option "Enterprise Plus" will be compared against the cost of the effort expended on delivering the Service as follows:
 - 15.5.1 the calculation will be completed on a three month rolling basis;
 - 15.5.2 the Customer will be judged to have exceeded the Fair Use Policy if their usage of the service exceeds 120% of the Charges; and
 - 15.5.3 a resource cost of £30 per hour will be used to determine the usage, which the Company reserves the right to amend at its reasonable discretion.